Jobs Bill
9/83

CITY OF ATHENS

STATE OF GEORGIA

AGREEMENT BETWEEN THE MAYOR AND COUNCIL

OF THE CITY OF ATHENS, GEORGIA AND

Athens Community Council on Aging

September 19 83

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Exhibits

1. Budget
2. Operating Schedule
3. Fidelity Bond
4. Quarterly Report Schedule
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G E O R G I A

CITY OF ATHENS

THIS AGREEMENT, entered into this the 19th day of September, 1983, by and between the CITY OF ATHENS, A MUNICIPAL CORPORATION, hereinafter referred to as the City, and Athens Community Council on Aging hereinafter referred to as the "Agency".

W I T N E S S E T H:

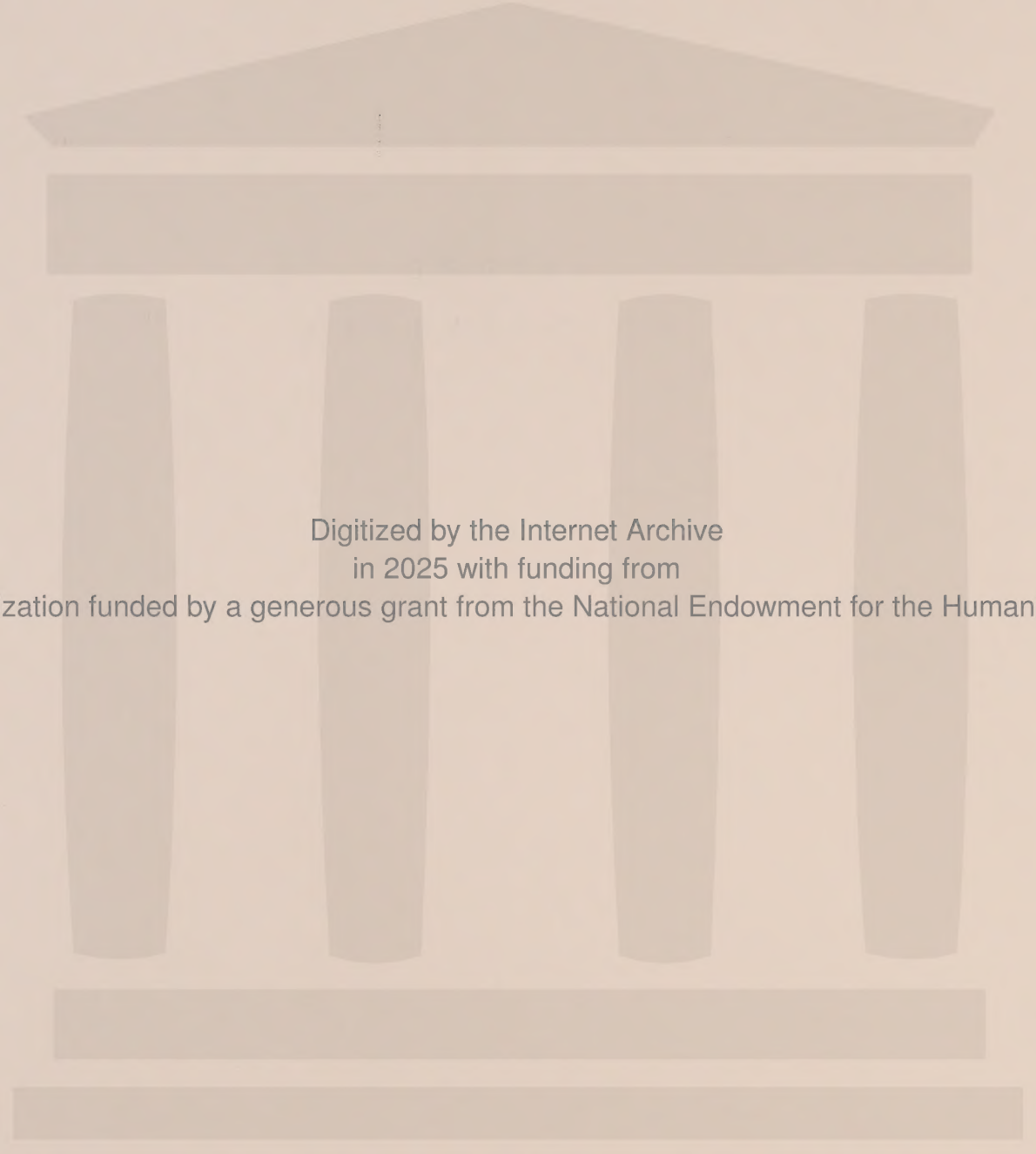
WHEREAS, the City in September, 1983 received a Grant under the Community Development Block Grant Jobs Bill Program from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, said Grant designated as Community Development Block Grant No. B-83-MJ-13-0007; and

WHEREAS, pursuant to said Grant the City is undertaking certain activities; and

WHEREAS, pursuant to said Grant the City agrees to engage the Agency to render certain assistance in such undertakings.

NOW THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

SCOPE
OF SERVICES



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BUDGET

Payment: Payment under this Contract is limited to the below designated project, and total cost, and accordance with the Budget attached hereto and by reference made a part hereof and designated as Exhibit 1.

BUDGET

PROJECT	COMMUNITY DEVELOPMENT	NON-COMMUNITY DEVELOPMENT
002-719	$5,266.00	$51,317.00

It is expressly understood and agreed that in no event shall the total compensation by the City for a specific project exceed the maximum sum allocated.

Payment shall be on a reimbursable basis upon the City's receipt of a report of Combined Cost Control and Statement of Accountability from the Agency. (Forms to be provided).

Budget Revisions: Funds may be shifted between line items of a single project without prior approval as it (the line item or the total) does not exceed ten (10%) per cent of the individual line item or total. However, a Budget Revision Form must still be submitted to the H&CD Department within five (5) working days of such shift. If and when a budget is revised more than once and the cumulative total exceeds 10%, then prior approval is required. Any shifting of funds that exceeds 10% of any line item or total at any time must be approved in advance of obligations utilizing the appropriate Budget Revision Form.

A statement of the justification of budget revisions exceeding 10% must be attached to the Budget Revision Form. The 10% rule applies whether funds are being removed or added to another line item.

Accounting Procedures

Deposits: The Agency shall designate a commercial bank as the depositary for the receipt of funds. The City shall, after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the Agency directly into the designated bank account. No advance of funds shall be available to the Agency . The Agency will furnish the City with a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control. Advice in setting up adequate records of accounts will be provided by the City.

Allowable Travel: The Agency's expenses charged for travel shall not exceed those allowable under the policies of the City of Athens. Copies of travel policies are available from the City Accounting Department.

Operating Hours and Holidays

Unless otherwise specified and approved in advance by the City, the Agency agrees to maintain regular operating hours in accordance with those of the City's; and to observe only those holidays observed by the City. The City reserves the right to deduct any expenses submitted for reimbursement pertaining to operational cost which are requested for holidays not approved by the City.

The Agency's operating hours and observance of holidays shall be in accordance with the operations schedule attached hereto and by reference made a part hereof and designated as "Exhibit" 2.

Records

The Agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and will be retained for three (3) years after the expiration of this Contract. All such records and accounts will be made available for examination by any official representative of the City, HUD or the General Accounting Office.

Fidelity Bonding

Prior to the disbursement of funds to the Agency, the City shall receive a statement from the Agency's Chief Fiscal Officer or Insurer assuring that all persons handling funds received or disbursed under this Contract are covered by Fidelity Insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its own employees. However, in no event shall the amount be less than the Grant supplied by the City. The Fidelity Bond shall be attached hereto and by reference made a part hereof and designated as "Exhibit" 3.

Reimbursement Procedure

Subject to availability of funds from HUD, the City shall make payment under this Contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment and shall indicate the disposition of the amount requested by reference to the categories of expenses as detailed in the respective budget.

The Agency will furnish the City a request for reimbursement indicating the expenditure of City funds for each request period. Reimbursement checks shall be issued on Friday only. In order to receive a check on any Friday, reimbursement forms must be submitted to the Housing and Community Development Department in Triplicate not later than 12:00 noon on the preceding Friday. Forms and instructions will be provided. If the City withholds payment, it shall advise the Agency in writing and specify the actions that must be taken, in case of suspension, as a condition precedent to the re-assumption of payments. The Agency will remit any unexpended balance of payments on the account of the Grant as well as such other portions of such payments previously received as determined by the City to be due the City. The action of the City in accepting any such amount shall not constitute a Waiver of any claim which the City may otherwise have arising out of this Agreement.

Non-Expendable Property

All non-expendable property acquired for the program will revert to the City upon the expiration of this contract unless otherwise provided for, and an up-dated signed copy of this inventory will be provided the H&CD Department as non-expendable property is acquired. No disposition of non-expendable property is permitted without the express written consent of the City of Athens. The Agency shall abide by the policies of the City of Athens in the sale of any non-expendable property which the City approves of selling.

Beneficiaries

The Agency agrees that a minimum of ninety percent (90%) of the citizens served as a result of this contract are City of Athens residents and that at least 75% of all persons served are low and other lower income citizens. The City shall provide the Agency with the appropriate income scale to assist in determining the income status of an individual. The Agency agrees to maintain supporting income documentation on file on each person served and shall make such information available to H&CD officials, HUD, and the General Accounting office upon request.

Public Notices

The Agency shall make available to the public appropriate notices informing the public that the services provided for under this contract are available to the public for the primary purposes of serving very low and other lower income citizens of Athens. The Agency shall also disseminate public notices for any employment opportunities which arise as a result of this agreement. Any literature published or public announcements made as relates to the activities funded by this contract shall have the following clause inserted,"Funding made available for this project by the Community Development Block Grant Program of the City of Athens, an Equal Opportunity Employer". The Agency shall maintain records of such notices and notify the Department of Housing and Community Development of any notices prior to the publication of such notices for review.

Reporting Procedures

The Agency shall be responsible for submitting monthly and quarterly programmatic reports as described below. Failure to submit said reports may delay any reimbursement requests submitted by the Agency.

A. Monthly Reports: The Agency shall submit a monthly report not later than the close of business the last Monday of each month. Information relative to the form and content of the report shall be provided by the City.

B. Quarterly Reports: The Agency shall submit quarterly reports according to the schedule attached hereto and designated as "Exhibit 4". The form and content of the quarterly reports shall be in the format of HUD's Annual Grantee Performance Report (GPR) which will be supplied by the City.

Monitoring

The City shall monitor the Agency regularly on a quarterly basis to verify eligible beneficiaries, income requirements, employment practices, and other related aspects of the contract. The Agency shall be notified at least seven (7) working days prior to a monitoring visit. The City may from time to time schedule monitoring visits to provide technical assistance and discuss other problems and needs. All program records must be maintained at a location as identified by the Agency and made known to the City prior to entering into contract. All records must be made available to the City and HUD for review.

Assignment of Contract

None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the City. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

Commencement of Services

The services of the Agency are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure the expenditious completion in light of the purposes of this Contract, but in any event all of the services hereunder shall be completed on or before June 30, 19 84.

Contract Amendments

The City may, from time to time, request changes in the Scope of Services of the Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between the City and the Agency, shall be incorporated in written amendments to this Contract.

Indemnification

The Agency shall indemnify and hold harmless the City of Athens for any claims whatsoever arising out of any accidents, personal injury, or damage to property received as a result of the agency's implementation of any of the programs or activities of this contract.

Termination of Contract

If through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Agency shall voilate any of the convenants, agreements, or stipulations of this Contract, or if the Grant from HUD under which this Contract is made is terminated by HUD, the City shall thereupon have the right to terminate this contract by giving notice to the agency of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this Contract shall, at the option of the City, become its property and the Agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

Certifications

The Agency hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Agency gives assurances and certifies with respect to the grant that:

A. It has assigned and designated an official representative of the Agency to execute the Contract, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Agency to act in connection with the Contract and to provide such additional information as may be required.

B. It has developed its Scope of Services so as to gove maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums or blight;

C. It has authorized and consents on behalf of the Agency and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official;

D. The contract will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (Pub.L. 880352) and implementing regulations issued at 24 CFR Part 1;

2. Title VIII of the Civil Rights Act of 1968 (Pub.L. 90-284), as amended; and that the Agency will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended; and further described in the Section 3 Affirmative Action Plan attached hereto and designated as "Exhibit 5";

5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issues at 41 CFR Chapter 60;

6. The Age Discrimination Act of 1975 (Pub.L. 94-135), as amended; and implementing regulations when published for effect;

7. The regulations, policies, guidelines, and requirements of OMB Circular Nos. A-102, Revised, A-87, A-110 and A-122 as they relate to the acceptance and use of Federal funds under this federally-assisted program;

E. It will give the City of Athens, HUD and the Comptroller General or any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant;

F. It will comply with the Section 3 clause of the Housing and Urban Development Act of 1978, more specifically identified as follows:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Agency will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Agency will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Agency will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure

to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon an Agreement of Understanding for a commission, percentage, brokerage or contingent fee. For breach of violation of this warranty, the City shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of commission, percentage, brokerage or contingent fee.

H. That no member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant.

Supplemental Certification and Agreement

The Agency agrees to give priority consideration, in cases of employment and/or training opportunities, to lower and other lower income residents of the City of Athens referred by the Georgia State Department of Labor. The Agency further agrees as follows:

1. That the funds provided for under this contract will be obligated and disbursed as rapidly as possible so as to quickly assist the unemployed and the needy;
2. That the funds will be utilized in areas where unemployment is highest and has been high for the longest period of time and for authorized purposes which have the greatest immediate employment impact;
3. That the funds will be utilized to maximize immediate creation of new employment opportunities to individuals who were unemployed at least 15 of the 26 weeks prior to March 24, 1983; and
4. That special consideration will be given to the employment of monorities and women in an effort to provide jobs in proportion to their presence among the total group of unemployed persons in Athens.
5. The Agency shall be responsible for documentation and verification of the above.

BY: ATHENS COMMUNITY COUNCIL ON AGING, INC.
Name of Agency

Donald W. Schaeffer
Signature of Authorized Agent

September 19, 1983
Date

The Agency shall comply with all applicable laws, ordinances and codes of the State and local governments.

IN WITNESS WHEREOF, the City and Agency have executed this Agreement as of the date first above written.

AGENCY:

ATHENS COMMUNITY COUNCIL ON AGING, INC.
Name of Agency

BY: Ronald W. Schoeffler
Authorized Agent
September 19, 1983

CITY OF ATHENS:

BY: Lauren M. Cole (SEAL)
Mayor

BY: Johnny C. Fowler
Johnny Fowler (ATTEST)

BY:
City Attorney (AS TO FORM)

BY: S M Martin
Community Development Department

JOBS BILL

CONTRACT AMENDMENT

This is an amendment to an agreement by and between the Mayor and Council of the City of Athens and Athens Community Council on Aging, Inc.
dated September 19, ____, 19 84 .83

The Agreement shall be amended to include the following paragraph under "Reporting Procedures", Page 6, of the original Agreement:

C. Annual Audit: The Agency shall have an audit performed on the program on an annual basis by an independent Certified Public Accounting firm and shall submit a copy of the audit to the City for review and comment. The audit shall be performed in accordance with the following Federal Guidelines:

1. Guideline for Financial and Compliance Audits of Federally Assisted Programs;

2. Standards for Audits of Governmental Organizations, Programs, Activities, and Functions;

3. Uniform Requirements for Assistance to State and Local Governments, OMB Circular A-102, Attachment P.

The audit shall be prepared and presented to the City not later than 30 calendar days after the expiration of this contract. It shall be the responsibility of the Agency to correct any audit findings discovered, if any, as recommended by the auditor and in agreement with the City.

Agency:
Athens Community Council on Aging, Inc.
Name of Agency

By: Donald W. Scheffler
Authorized Agent

Date: February 24, 1984

City of Athens:

By: Lauren M. Cook (SEAL)
Mayor

By: A C Fowler (SEAL)
City Clerk (ATTEST)

By: [signature] (SEAL)
City Attorney (AS TO FORM)

By: Steven M Martin
Community Development Dept.

Date: 4-9-84